BENGALURUWEST CITY CORPORATION

TENDERDOCUME NT (KW-2)

(WORKSCOSTINGMORETHANRS.20.00LAKHSTOLESSTH AN RS. 50.00 LAKHS)

OfficeoftheExecutiveEngineer, SpecialDivision,
BWCC Building,
No.161,
19thMain,2ndBlock,NearOldNavarangBus stop,
Rajajinagar, Bengaluru-560010.

Email:specialdivisionbwcc@gmail.com

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BENGALURU WEST CITY CORPORATION

No: EE/SD/TEND/03/2025-26

Office of the Executive Engineer
Special Division
2nd Floor, 19th Main, 2nd Block,
Rajajinagar
BENGALURU-560 010
Date : 25-02-2026

INVITATION FOR TENDER (IFT)

Short Term Tender Notification

Two cover System

(Through GOK KPP Portal only)

1. The Executive Engineer, Special Division, BWCC, Bangalore invites short term tenders from eligible Contractors registered in Bangalore West City Corporation or equivalent registration with CPWD / KPWD / Railways / MES / National Highway or any State Government Organisations for the Supply Works. The tenderers may submit tenders for works given in the table through KPPP Portal of the Government of Karnataka (http:kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in KPPP Portal.

2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document.
3. Other details can be seen in the tender documents.
4. Bidders must submit GST No. and Certificate.

Sl. No.	Name of the Work	Estimate Cost (Rs. in Lakhs)	EMD (in Rupees)	Class for Eligible Contractor	Period of Completion
1.	Providing and Repairing Rain Water Harvesting Systems in Parks at West Zone	39.00	78,000/-	KPPP Portal	06 Months

2.	Repaira and Maintenance Building Markets at Malleshwaram Constituency	30.00	60,000/-	KPPP Portal	06 Months
3.	Repair and Maintenance of Crematorium and Burial Ground in Malleshwaram Constituency	48.00	96,000/-	KPPP Portal	06 Months

Time Schedule / Calendar of Events:

1.	Tender documents may be downloaded through e-Portal from :	26-02-2026 from 4:00 P.M. onwards
2.	Date and time for Pre-bid meeting on :	02-03-2026 at 4:00 P.M.
3.	Last Date and Time for Receipt of Tenders :	05-03-2026 upto 4:00 P.M.
4.	Opening of Technical Bid :	07-03-2026 at 4:30 P.M.
5.	Opening of Financial Bid :	09-03-2026 at 4:30 P.M. (if possible)

ELIGIBILITY CRITERIA:

1. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website http:kppp.karnataka.gov.in
2. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
3. All the required information required for Bids must be filled and submit online.
4. GST will be paid extra for Tender Amount.
5. Corrigendum/Addendum/any other clarification will be published in KPPP Portal only.
6. For details, registration and e-payment visit GOK KPPP website http: kppp.karnataka.gov.in or contact KPPP Helpdesk at 91 – 9240214000 and 91 – 9240214001-
7. This tender notice can also be seen on the BWCC website www.kppp.gov.in

Sd/-
EE-Special Division (BWCC)

Copy Submitted to the:

1. Hon'ble Commissioner, BWCC for kind information.
2. Additional Commissioner (BWCC)/ Additional Commissioner (Finance) for kind information.
3. Chief Engineer (BWCC Zone 2) for kind information.

4. Superintending Engineer (BWCC Zone 2) for kind information.
5. DCF for kind information.
6. Public Relation Officer, BWCC for information and to publish in two leading National Newspapers in Kannada and English.
7. Notice board / Office Copy.

Executive Engineer
Special Division, BWCC.

SECTION2:INSTRUCTIONSTOTENDERERS(ITT)

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A. General

1. Scope of Tender

The Executive Engineer, Special Division (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the work of ***Repair and Maintenance of Crematorium and Burial Ground in Malleshwaram Constituency*** (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka/GBA

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2020-21 and 2024-25)

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.96.00 Lakhs** in at least two financial years. The tenderer should submit VAT/GST certificates to confirm the Annual turnover. The certificate should be duly certified by the Chartered Accountant in the turnover format. (Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited)

(b) Mandating satisfactorily completed (at least 80% of the contract value) as a prime contractor in similar nature of single work value not less than 50% of **Rs.24.00 Lakhs** of the tender value. Similar nature of work means that the contractor should have completed (at least 80% of the contract value). The intending bidder should submit completion

certificate/ work done certificate along with the contract certificate copies related to the work certified by the Engineer not less than the rank of Executive Engineer. (Updated

tothe FY inwhich the tendersare invited. Thevalue ofthe completedworksshallbe given a weight of 10% per year to bring them to the price level of the FY inwhich the tenders are invited) (**Work Done Certificate Along with Indent Number)**

(c) DELETED

(d) DELETED

3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified,iftheiravailabletendercapacityismorethanthetotaltendervalue .Theavailable tender capacity will be calculated as under:

Assessed availabletendercapacity=(A*N*2.5-B)

where

A=Maximum value of civil engineering works executed in anyone year during the last five years (updated to 2020-21 pricelevel) taking into accountthe completed as wellas works in progress.

N=Number of years prescribed for completion of the works for which Tenders areinvited. B = Value, at 2020-21 price level, of existing commitments and on-going works to be completed during the next .....

years(periodofcompletionoftheworksforwhichTenders Areinvited)*

Eventhoughthetenderersmeettheabovecriteria,theyaresubjecttobedisqualifiedif they have:

- Mademisleadingorfalserepresentationsin theforms,statementsandattachments submitted in proof of the qualification requirements; and/or
- recordofpoorperformancesuchasabandoningtheworks,notproperlycompleting the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participatedinthepreviousTenderforthesameworkandhadquotedunreasonably high tender prices and could not furnish rational justification.

B. Tenderdocuments

4. Content ofTenderdocuments

4.1 ThesetoftenderdocumentsshallhavealltheSections giveninPage2:

4.2 BoththesetsshouldbecompletedandreturnedwiththetenderTender

5. Amendment ofTenderdocuments

5.1 Beforethe deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 Togiveprospectivetenderersreasonabletimeinwhichtotakeanaddendu mintoaccount in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. PreparationofTenders

6. DocumentscomprisingtheTender

6.1 ThetendersubmittedbytheTenderer shallcomprisethe following:
(a) TheTender (intheformatindicatedinSection3).
(b) EarnestMoneyDeposit;
(c) PricedBillofQuantities;
(d) QualificationInformationFormand Documents;
andanyothermaterialsrequiredtobecompletedandsubmittedbytenderers in accordance with these instructions. The documents listed under Sections 3, 5 and 8 shall be filled in without exception.

7. Tenderprices

7.1 Thecontractshallbeforthewholeworksasdescribedin Sub-Clause1.1,based on thepriced Bill of Quantities submitted by the Tenderer.

7.2 TheTenderershallfillinratesandpricesandlineitemtotal(bothinfiguresand words)forall itemsof the Worksdescribed in theBillof Quantities alongwith totaltenderprice(both infiguresandwords).Itemsforwhichnorateorpriceis enteredbytheTendererwillnotbepaidforbytheEmployerwhenexecutedand shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or forany other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 TheratesandpricesquotedbytheTenderershallbefixedforthedurationofthe Contract and shall not be subject to adjustment on any account.

8. Tendervalidity

8.1 Tenders shall remain valid for a period not less than **(90) Ninety Days**after the deadlinedate for tender submission specified in Clause12.Atendervalidforashorter periodshallberejectedbytheEmployerasnon- responsive.

8.2 Inexceptional circumstances, prior to expiry of the original

time limit, the Employermayrequestthatthetenderersmayextendtheperiodofvalidityfora specified additional period.The request and the tenderers' responses shall be madeinwritingorbycable.Atenderermayrefusetherequestwithoutforfeiting hisearnestmoneydeposit.Atendereragreeingtotherequestwillnotberequired or permitted to modify his tender, but will be required to extend the validity of hisearnestmoneydepositforaperiodoftheextension,andincompliancewith

9. Earnestmoney deposit

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) at thefollowing rates.

EMDamountas %oftheestimatedcostoftheworkputtotender

a) UptoRs.20Lakhs–2.50%

b) Rs.20LakhsandaboveuptoRs.1crore– 2%subjecttoaminimumofRs. 50,000/-

c) Rs.1croreandaboveuptoRs.10crores– 1.5%subjecttominimumofRs. 2,00,000/-

d) Rs.10croresandabove–1%subjecttoaminimumofRs.15,00,000/-

9.2 Instrumentshavingfixedvalidityissuedasearnestmoneydepositforthetendershallbevalid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied byan acceptable earnest money deposit and not securedasindicatedinSub-Clauses9.1and9.2aboveshallberejectedbythe Employer as non-responsive.

9.4 Theearnestmoneydepositofunsuccessfultenderers willbereturnedwithin30 days ofthe end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 TheEarnestMoneyDepositmaybeforfeited:

(a) iftheTendererwithdrawstheTenderaftertenderopening during theperiod of tender validity;

(b) iftheTendererdoesnotacceptthecorrectionoftheTenderPrice, pursuant to Clause 19; or

(c) inthecaseofasuccessfulTenderer,iftheTendererfailswithinthe specified time limit to

(i) SigntheAgreement;or

(ii) FurnishtherequiredSecurity deposit

10. FormatandsigningofTender

10.1 TheTenderershallprepareoneoriginal andacopyofthedocumentscomprisingtheTender asdescribedinClause6oftheseInstructionstoTenderers,boundwiththevolumecontaining the Form of Tender, and clearly marked "ORIGINAL" and "COPY" as appropriate.In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signedbyapersonorpersonsdulyauthorizedtosignonbehalfoftheTenderer. Allpagesof the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 TheTendershallcontainnoalterationsoradditions,exceptthosetocomplywit

hinstructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. SubmissionofTenders

11. Sealingandmarkingoftenders

11.1 The Tenderer can access the Tender Documents on the website https://kppp.karnataka.gov.inonly under login for Contractors fills them and submits the completed Tender Document into Electronic Tender on the website itself.

12. DeadlineforsubmissionoftheTenders

12.1 Tendersmustbereceivedby the Employerat theaddressspecifiedaboveno later than _____ **(As per Tender Notification)**. In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendmentinaccordancewithClause5,inwhichcaseallrightsandobligationsofthe Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. LateTenders

13.1 AnyTenderreceivedbytheEmployerafterthedeadlineprescribedinClause12willbe returned unopened to the Tenderer.

14. ModificationandWithdrawalofTenders

14.1 TenderersmaymodifyorwithdrawtheirTendersbygivingnoticeinwritingbeforethe deadline prescribed in Clause 12.

14.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION"** or "**WITHDRAWAL**", as appropriate.

14.3 NoTendermaybemodifiedafter thedeadlineforsubmissionof Tenders.

14.4 WithdrawalormodificationofaTenderbetweenthedeadlineforsubmissionofTenders andtheexpirationoftheoriginalperiodofTendervalidityspecifiedinClause8.1above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

14.5 Tenderers mayonlyofferdiscounts to,orotherwisemodifytheprices oftheirTenders by submittingTendermodificationsinaccordancewiththisclause,orinclude dintheoriginal Tender submission.

E. Tenderopeningand evaluation

15. Tenderopening

15.1 The Employer will open all the Tenders received (except those received late or withdrawn),including Modifications for First Cover made pursuant to Clause 14, in the presence of the Tenderers or their Representativeswho choose to attend at _____ **(As per Tender Notification).**attheofficeofthe**ExecutiveEngineer-SpecialDivision,BWCC**. In the event of the Specified Date of Tender Opening beingdeclareda Holiday fortheEmployer, theTenderswillbeopenedattheAppointed Time and Location on the Next Working Day.

15.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for whichanacceptablenoticeofwithdrawalhasbeensubmittedpursuantto Clause14shall notbeopened.Subsequentlyallenvelopesmarked“MODIFICATION”sha llbeopened and the submissions therein read out in appropriate detail.

15.3 TheTenderers'names,theTenderprices,thetotalamountofeachTender, anydiscounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13.Tenders [and modifications] sent pursuant to Clause 14 that are not opened and readout at Tender opening will not be considered for further evaluationregardlessofcircumstances.LateandwithdrawnTenderswill bereturnedun- opened to Tenderers.

15.4 The Employer shall prepare minutes of theTenderopening,including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Processtobeconfidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderersoranyotherpersonsnotofficiallyconcernedwithsuchprocess untiltheaward to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. ClarificationofTenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for

clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted exceptas required to confirmthecorrection ofarithmetic errorsdiscoveredbytheEmployerintheevaluation oftheTendersinaccordancewith Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.IftheTendererwishestobringadditionalinformationtothenot iceofthe

Employer,itshoulddosoinwriting.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contractaward decisions may resultin therejection of the Tenderers' Tender.

18. ExaminationofTendersanddeterminationof responsiveness

18.1 Priorto thedetailed evaluation of Tenders,theEmployer willdeterminewhether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 Asubstantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents,without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 IfaTenderisnotsubstantiallyresponsive,itwillberejectedbytheEmployer,andmay notsubsequentlybemaderesponsiveby correctionor withdrawalofthenonconforming deviation or reservation.

19. Correctionoferrors

19.1 Tendersdeterminedto besubstantially responsivewillbecheckedby theEmployerfor any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) wherethereisadiscrepancybetweentheratesinfiguresandinwords, thelowerof the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity,the unit rate as quoted will govern.

19.2 TheamountstatedintheTenderwillbeadjustedbytheEmployerinaccordancewiththe aboveprocedureforthecorrectionoferrorsand,withtheconcurrenceoftheTenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6(b).

20. Evaluationandcomparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders

determined to be substantially responsive in accordance with Clause 18.

20.2 InevaluatingtheTenders,the Employerwill determineforeachTendertheevaluated Tender Price by adjusting the Tender Price as follows:

(a) Makinganycorrectionforerrorspursuant to Clause19;and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternativeoffer.Variations,deviations,andalternativeoffersandotherfactorswhich are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Awardof Contract

21. Awardcriteria

21.1 SubjecttoClause23,theEmployerwillawardtheContracttotheTenderer whoseTender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer'srighttoacceptanyTenderand toreject anyorallTenders

22.1 Not withstanding Clause 21, the Employer reserves the right to accept or reject any Tender,andtocanceltheTenderprocessandrejectallTenders,atanytim epriortothe award of Contract, without there by incurring any liability to the affected Tenderer or TenderersoranyobligationtoinformtheaffectedTendererorTenderers ofthegrounds for the Employer's action.

23. Notificationofaward andsigningof Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmedbyregisteredletter.Thisletter(hereinafterandintheConditio nsofContract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the WorksbytheContractorasprescribedbytheContract(hereinafterandin theContract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract,subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 TheAgreementwill incorporateallagreementsbetweenthe Employerandthesuccessful Tenderer. Itwill bekeptreadyfor signatureof the successfulTenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance.Within20daysofreceipt,thesuccessfulTendererwillsignth eAgreement and deliver it to the Employer.

23.4 Upon the furnishing bythe successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Securitydeposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price:

- Cashor
- Banker'sCheque/Demanddraft/ PayOrderinfavouroftheExecutive Engineer, Special Division, BWCC, Bangalore payable.
- SpecifiedSmallSavingsInstrumentspledgedto the Executive Engineer, Special Division, BWCC

24.2 Thesecuritydeposit iffurnishedincashordemanddraftcan, ifrequested,be converted to interest bearing securities at the cost of the contractor.

24.3 FailureofthesuccessfulTenderertocomplywiththerequirements ofSub-Clause 24.1shallconstitutesufficientgroundsforcancellationoftheawardandforfeitureof the earnest money deposit.

25. CorruptorFraudulentpractices

25.1 TheGBA requires thatthe Tenderers/Suppliers/Contractors,observe thehigheststandard of ethics during the procurement and execution of such contracts.In pursuance of this policy, GBA:

(a) willrejectaproposalforawardifitdeterminesthattheTenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) willdeclareafirmineligible,eitherindefinitelyorforastatedperiod oftime,to be awarded a GBA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/GBA contract.

25.2 Furthermore, Tenderersshallbeawareoftheprovisionstated insub-clause43.2 ofthe Conditions of Contract.

SECTION3:FORMSOFTENDER,ANDQUALIFICATIONINFORMATION

TABLEOF FORMS:

- FORMOFTENDER
- QUALIFICATIONINFORMATION
- LETTEROFACCEPTANCE
- NOTICETOPROCEEDWITHTHEWORK
- AGREEMENTFORM

Formof Tender

DescriptionoftheWork: _____ (As per Tender Notification)

To:ExecutiveEngineer(.....)

Address:.....
.....
(TobefilledinbytheEmployerbeforeissueoftheTenderdocument)

GENTLEMEN,

WeoffertoexecutetheWorksdescribedaboveinaccordancewiththeConditionsofContract accompanying this Tender for the Contract Price of ___*[infigures]* ()*[inletters]*. (*To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender)*

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract,wewillstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely “Prevention of Corruption Act 1988”.

WeherebyconfirmthatthisTendercomplieswiththeTendervalidityandEarnestmoney deposit required by the Tender documents.

Weattachherewithourcurrentincome-taxclearancecertificate.

Yours faithfully,

AuthorizedSignature:

Name&TitleofSignatory:

_____

Name of Tenderer
_____Address:.....
.....

QualificationInformation

TheinformationtobefilledinbytheTendererhereunderwillbeusedforpurposesofcomputingTendercapacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution orlegalstatusofTenderer [Attachcopy]

PlaceofRegistration Principal place of business: _____ (AttachCopy) _____

1.2 Totalvalue of civil engineering construction Works executed and payments received inthe Last five years (in Rs. Lacs) (**AttachCertificatefromCharteredAccountant)**

2020-21_____
2021-22 _____
2022-23 _____
2023-24_____
2024-25

1.3 WorkperformedasPrimeContractor(inthesamename)onworksofsimilarnatureoverduringthe five years specified in 1.2 above.

ProjectName	NameofEmployer	Descriptionofwork	ContractNumber	ValueofContractRs. Lakhs	Dateofissueofworkorder	Specifiedperiodofcompletion	Actualdateofcompletion	Remarksexplainingreasonsfordelayincompletionofwork
1	2	3	4	5	6	7	8	9

1.4 InformationonworksforwhichTendershavebeensubmittedandworks whichareyettobe completed as on the date of this Tender.

(A) Existingcommitmentsandon-goingworks:

Descriptionofwork	Palce &State	ContractNo. &date	Name& AddressofEmployer	ValueofContract (Rs.Lakhs)	Stipulatedperiodofcompletion	Valueofworksremainingtobecompleted Rs.Lakhs*(Thecontractorshallenclose/attachallthenecessarycertificates duly attested bythe employer)*	Anticipated dateofcompletion
1	2	3	4	5	6	7	8

(B) WorksforwhichTendersalreadysubmitted:

Descriptionofwork	Palce &State	Name &Addressof	Estimatedvalueofworks(Rs.Lakhs)	Stipulated period ofcompleti	Datewhendecisionis	Remarksifany

		Employer		on	expected	
1	2	3	4	5	6	7

1.5 Constructionequipmentownedbythetendererandequipmentproposedto bedeployedon this contract, if awarded;

1.6 Reportsonthefinancialstandingofthetenderer,suchasprofitandlossstatementsand auditor’sreportsforthelastfiveyears;

1.7 Qualificationandexperienceofthekeytechnicalandmanagementpersonnelinpermanent employmentwith thetenderer and thosethatareproposed to bedeployed on this contract, if awarded.

1.8 Name, address, and telephone, telex,and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Proposalsfor subcontracting components of works amounting to more than 20%of the contract price [for each, the qualifications and experience of the identified sub- contractor in the relevant fields should be attached.]

Letter of Acceptance
(letterheadpaperoftheEmpl
oyer)

_____[date]

To: [nameandaddressof
theContract

or] Dear Sirs,

ThisistonotifyyouthatyourTender dated……forexecutionofthe
……
… [nameofthecontractandidentificationnumber,as givenintheInstructionsto Tenderers] for the Contract Price of Rupees
……
(……) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

YouareherebyrequestedtofurnishSecuritydeposit,intheformdetailedin Para24.1of ITTforanamountofRs.———————— within20daysofthereceiptofthisletterofacceptance valid up to 30days from the date of expiry of Defects Liability Period i.e.up to
. andsignthecontract,failingwhichactionasstatedin Para24.3ofITTwillbetaken.

Yours faithfully,

Authorized
Signature
NameandTitleofSignat
ory

.....

NameofAgency

IssueofNoticetoproceed withthework

(letterheadoftheEmployer) ——————(date)

To

————————————————————(nameandaddressofthe Contractor)

——————————————————

——————————————————

DearSirs:

Pursuanttoyourfurnishingtherequisitesecuritydepositas stipulatedinITTClause 24.1 and signing of the contract agreementfor the constructionof .....(Nameofthework)a TenderPriceofRs.....,youare Herebyinstructedtoproceedwiththeexecutionof thesaidworksinaccordancewith the contract documents.

Yours faithfully,

(Signature,nameandtitleof signatory authorized to sign on behalf of Employer)

AgreementForm

Agreement

Thisagreement,madethe……day of……20……, between…… …….[name

and address of Employer]
(hereinafter called "the Employer") of the one part and…….[name and address of contractor](hereinaftercalled"theContractor")oftheotherpart.

Whereas the Employer is desirous that the Contractor execute ……
……
…….[nameandidentificationnumberofContract](here in after called "theWorks")and the Employer has accepted theTender by the Contractor for the executionandcompletionofsuchWorksandtheremedyingofanydefectsthereinataco ntract price of Rupees……

NOWTHISAGREEMENTWITNESSETH as follows:

1. InthisAgreement,wordsandexpressionshallhavethesamemeaningsasarerespe ctively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinaftermentioned,theContractorherebycovenantswiththeEmployertoexe cuteand completetheWorks and remedy any defects therein inconformity inallaspects withthe provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution andcompletionoftheWorksandtheremedyingthedefectswhereintheContractP riceor such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letterof Acceptance;
   ii) Noticetoproceedwiththe works;
   iii) Contractor'sTender;
   iv) ContractData;
   v) Conditionsofcontract(includingSpecialConditionsof Contract);
   vi) Specifications;
   vii) Drawings;
   viii) BillofQuantities;and
   ix) AnyotherdocumentlistedintheContractDataasformingpartofthecontract.

Inwitnesswhereofthepartiesthereto have caused this Agreement tobeexecuted theday and year first before written.

TheCommonSealof
……
washereuntoaffixedinthepresenceof:
Signed,SealedandDeliveredbythesaid
……

Inthepresenceof:
BindingSignatureofEmployer……

BindingSignatureofContractor……

SECTION4:CONDITIONSOFCONTRACT

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SpecialConditionsofContract

Conditions ofContract

A. General

1. Definitions

1.1 Termswhichare definedin theContractData arenot alsodefined intheConditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

CompensationeventsarethosedefinedinClause34hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause38.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The**Contract Data** defines the documents and other information which comprisethe Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Daysarecalendardays**;months**arecalendarmonths.

A**Defec**tisanypartoftheWorks notcompletedinaccordancewiththeContract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works. **Equipment**istheContractor'smachinery andvehiclesbroughttemporarilytotheSite to construct the Works.

The**InitialContractprice**istheContractPricelistedintheEmployer'sLette rof Acceptance.

The**IntendedCompletionDate**isthedateonwhichitisintendedthattheCont ractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date maybe revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontract**or is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, Install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective onlywhenin writing. Anoticeshallbe effectiveonlywhenIt isdelivered(interms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. OtherContractors

8.1 TheContractorshallcooperateandsharetheSitewithothercontractors,publicauthorities, utilities, and the Employer.

9. Personnel

9.1 TheContractor shallemploy thetechnicalpersonnel(of numberand qualifications)as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 IftheEmployeraskstheContractortoremoveapersonwhoisamemberofthe Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer'sandContractor'srisks

10.1 TheEmployercarriestheriskswhichthisContractstatesareEmployer'srisks,andthe ContractorcarriestheriskswhichthisContractstatesareContractor's risks.

11. Employer'srisks

11.1 TheEmployeris responsiblefor theexceptedrisks whichare(a)insofaras rebellion, riot commotion or disorderor (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor'srisks

12.1 Allrisksoflossofordamagetophysicalpropertyandofpersonalinjuryandd eathwhich arise during and in consequence of the performance of

the Contract other than the excepted risks are the responsibility of the Contractor.

13. QueriesabouttheContractData

13.1 TheEmployerwillclarifyqueries ontheContract Data.

14. Contractortoconstruct theWorks

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. TheWorkstobecompleted bytheIntended Completion Date

15.1 TheContractormaycommenceexecutionoftheWorkson the Start Date andcomplete them by the Intended Completion Date.

16. Safety

16.1 TheContractorshallberesponsibleforthesafetyofallactivitiesontheSite.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on theSiteis theproperty of theEmployer. TheContractor is to notify theEmployer of such discoveries and carry out the Employer's instructions for dealing with them.

18. PossessionoftheSite

18.1 TheEmployershallgivepossessionofallpartsoftheSitetotheContractor .Ifpossession ofapartisnotgivenbythedatestatedintheContractDatatheEmployerisdeemedto have delayed the start of the relevant activities and this will be Compensation Event.

19. AccesstotheSite

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carriedoutorisintendedtobecarriedoutandtoanyplacewherematerials orplantare being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The ContractorshallcarryoutallinstructionsoftheEmployer whichcomplywith the applicable laws where the Site is located.

B. TimeControl

21. Program

21.1 WithinthetimestatedintheContractData theContractorshallsubmitto theEmployer forapprovalaProgramshowingthegeneralmethods,arrangements,order,and timing for all the activities in the Works.

The Employer's approval of the Program shall not alter the Contractor's obligations.

TheContractormayrevisetheProgramandsubmitittotheEmployeragai

natany time. A revised Program is to show the effect of Variations and Compensations Events.

22. ExtensionoftheIntendedCompletion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occursoraVariationisissuedwhichmakes itimpossibleforCompletiontobeachieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Datewithin21 days of the Contractor askingtheEmployerfor a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. DelaysorderedbytheEmployer

23.1 The Employer may instruct the Contractor to delay the start or progress of anyactivity within the Works.

24. Managementmeetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 Theresponsibilityofthepartiesforactionstobetakenistobedecidedbyth eEmployer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QualityControl

25. Identifyingdefects

25.1 TheEmployershallchecktheContractor'sworkandnotifytheContractoro fanyDefects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, theContractorshallpayforthetestandanysamples.
IfthereisnoDefectthetestshall be a Compensation Event.

27. Correctionofdefects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the DefectsLiabilityPeriod,whichbeginsatCompletionandisdefinedinthe Contract

Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 EverytimenoticeofaDefectisgiven,theContractorshallcorrectthenotifiedDefect withinthelengthoftimespecifiedbytheEmployer'snotice.

28. Uncorrecteddefects

28.1 IftheContractorhasnotcorrectedaDefectwithinthetimespecifiedintheEmployer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. CostControl

29. BillofQuantities(BOQ)

29.1 TheBOQshallcontainitemsfortheconstruction,installation,testing,and commissioning work to be done by the Contractor.

29.2 TheBOQisusedtocalculatetheContractPrice.TheContractorispaidforthequantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 TheEmployershallhavepowertoordertheContractortodoanyorallofthe following as considered necessary or advisable during the progress of the work by him

(a) IncreaseordecreaseofanyitemofworkincludedintheBillofQuantities(BOQ);
(b) Omitanyitemofwork;
(c) Changethecharacter orqualityorkindofanyitemof work;
(d) Changethe levels,lines,positions anddimensions ofanypartofthework;
(e) Executeadditionalitemsofworkofanykindnecessaryforthecompletionofthe works; and
(f) Changeinanyspecifiedsequence,methodsortimingofconstructionofanypart of the work.

30.2 TheContractorshallbeboundtocarryouttheworkinaccordancewithanyinstructions in this connection, which may be given to him in writing by theEmployer and such alteration shall not vitiate or invalidate the contract.

30.3 Variationsshall not be made by the Contractor without an order in writing by the Employer,providedthatnoorderinwritingshallberequiredforincreaseordecreasein thequantity of an itemappearing in theBOQ so long as theworkexecuted conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing to the Employer to confirm verbal ordersandtheofficerissuingoralinstructionsshallconfirmitinwritingwit

hin30days, failing which the work shall be carried out as though there is no variation. In case variationisapproveditshallbeaccompaniedbyBOQ,failingwhichthecontractorshall beresponsiblefordeviation ifany. Further,approval ofGovt. / GBAhastobeobtained for the variation exceeding 5%.

31. PaymentsforVariations

31.1 Paymentforincreaseinthequantitiesofanitem intheBOQupto25%ofthatprovided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ,theContractorshallbepaidattherateenteredinorderivedfromintheSchedule ofRates(applicableforthe areaoftheworkandcurrentatthetimeofawardofcontract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there isnoratefor the additional,substituted oraltered itemof the workintheBOQ, effortswouldbemadetoderivetheratesfromthosegivenintheBOQortheSchedule ofRates(applicableforthe areaoftheworkandcurrentatthetimeofawardofcontract) and if found feasible the payment would be made at the derived rate for the item plus orminustheoverallpercentageoftheoriginaltenderedratesoverthecurrentSchedule of Rates prevalent at the time of award of contract

31.4 Iftheratesforadditional,substitutedoralterediteмofworkcannotbedetermined either as at 31.1 or 31.2 or 31,3 above, the Contract or shall be requested to submit his quotationfortheitemssupportedbyanalysisoftherateorratesclaimed, within7days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the VariationandmakeachangetotheContractPricewhichshallbebasedon Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 IftheEmployerdecides that theurgencyof varyingtheworkwouldpreventaquotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non- settlement of rates for items falling under this Clause.

32. Submission ofbillsforpayment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of(i) value of the quantities of the items in the BOQ completed and (ii) valuation of

Variations and Compensation Events.

32.3 TheEmployermayexcludeanyitempaid inapreviousbillorreducetheproportionof any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 ItemsoftheWorksforwhichnorateor pricehasbeen enteredinwillnotbepaidforby the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 ThefollowingareCompensationeventsunlesstheyare causedbytheContractor:

(a) TheEmployerdoesnotgiveaccesstoapartoftheSitebytheSiteP ossession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) TheEmployergivesaninstructionfordealingwithanunforesee ncondition, caused by the Employer, or additional work required for safetyor other reasons.

(e) TheeffectontheContractor ofanyoftheEmployer’sRisks.

(f) TheEmployerunreasonablydelaysissuingaCertificateof Completion.

(g) OtherCompensation Events listed in theContractDataor mentioned in the Contract.

34.2 Ifa Compensation Event would cause additional cost or would prevent the workbeing completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor'sforecastcosthasbeenprovidedbytheContractor,itistobeas sessedbythe Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests areadversely affected by theContractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 TherateSquotedbytheContractorshallbedeemedtobeexclusiveofthesal esandother taxes that the Contractor will have to pay for the performance of this Contract. The Employerwillperformsuchdutiesin regard totheinclusiveofsuch taxes atsourceas per applicable law.

36. Liquidateddamages

36.1 TheContractorshallpayliquidateddamagestotheEmployerattheratep erday stated in the Contract Data for each day that the Completion Date is later than the Intended CompletionDate.Thetotalamountofliquidateddamagesshallnotexcee dtheamount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 IftheIntended Completion Date is extended after liquidated damages havebeen paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Costofrepairs

37.1 LossordamagetotheWorksorMaterialstobeincorporatedintheWorksb etweenthe Start Date and the end of the Defects Correction periods shall be remedied bythe Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishingthe Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Takingover

39.1 TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofiss uinga certificate of Completion.

40. Finalaccount

40.1 TheContractorshallsupplytotheEmployeradetailedaccountofthetotal amountthat the Contractor considers payable under the Contract before the end of the Defects LiabilityPeriod.TheEmployershallissueaDefectLiabilityCertificatean dcertifyany finalpaymentthatisduetotheContractorwithin90

daysofreceivingtheContractor's accountifitiscorrectandcomplete.Ifitisnot,theEmployershallissuewithin90days aschedulethatstatesthescopeofthecorrectionsoradditionsthatarenecessary.Ifthe Final Account is still unsatisfactory after it has been resubmitted, the

Employershalldecideontheamountpayabletothe Contractorandmakepayment within60daysofreceiving theContractor'srevisedaccount.

41. As built drawings

41.1 If"as built"Drawings (completiondrawings)arerequired,theContractorshall supply them by the dates stated in the Contract Data.

41.2 ,IftheContractordoesnotsupplytheDrawingsbythedatesstatedintheC ontractData, or they do not receive the Employer's approval, the Employer shall with hold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 TheEmployer or theContractor may terminatetheContractif theother party causes a fundamental breach of the Contract.

42.2 FundamentalbreachesofContractinclude,butshallnotbelimitedtothe following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) theContractordoes notmaintainasecuritywhichisrequired;

(g) the Contractor has delayed the completion of works by the number of days forwhichthemaximumamountofliquidateddamagescanbepaid asdefined in the Contract data; and

(h) iftheContractor,inthejudgmentoftheEmployerhasengagedin corruptor fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering,giving,receivingorsolicitingofanythingofvaluetoinflu encetheaction of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influenceaprocurementprocessortheexecutionofacontracttot hedetrimentofth eBorrower,andincludescollusivepracticeamong Tenderers (prior to or after Tender submission)designed to establish Tender prices at artificial non- competitive level sand to

deprive the Borrower of the benefits of free and open competition."

42.3 WheneitherpartytotheContractgivesnoticeofabreachofcontracttothe Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 NotwithstandingtheabovetheEmployermayterminatetheContractforconvenience.

42.5 IftheContractisterminatedtheContractorshallstopworkimmediately, maketheSite safe and secure and leave the Site as soon as reasonably possible.

43. Paymentupon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor,theEmployershallpreparebillforthevalueoftheworkdonel essadvance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.
AdditionalLiquidatedDamagesshallnotapply.Ifthetotalamountduetot heEmployer
exceedsanypaymentduetotheContractorthedifferenceshallbeadebtp ayabletothe Employer.

43.2 Ifthe Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation oftheContractor'spersonnelemployedsolelyontheWorks,andtheCont ractor'scosts
ofprotectingandsecuringtheWorksandlessadvancepaymentsreceive duptothedate of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 AllmaterialsontheSite,Plant,
Equipment,TemporaryWorksandWorksaredeemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Releasefromperformance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated.TheContractorshallmaketheSitesafeandstopworkasquickl yaspossible
afterreceivingthiscertificateandshallbepaidforallworkcarriedoutbef orereceiving it and for any work carried out afterwards to which commitment was made.

F. SpecialConditionsofContract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, insuch form and atsuch intervals as theEmployer may prescribe,showing the

staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliancewithlabourregulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notificationthatmaybeissuedunderanylabourlawinfutureeitherbythe Stateorthe Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authorityonaccountofcontraventionofanyoftheprovisionsofanyActor rulesmade there under, regulations or notifications including amendments. If the Employer is causedtopayorreimburse,such amountsasmay be necessaryto causeorobserve,or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor includinghisamountofsecuritydeposit.TheEmployershallalsohaverig httorecover fromtheContractoranysumrequiredorestimatedto berequiredformakinggoodthe loss or damage suffered by the Employer.

Theemployeesofthe Contractor andtheSub-Contractorin nocaseshall be treated as the employees of the Employer at any point of time.

3. ProtectionofEnvironment:

Thecontractorshall take allreasonable steps toprotect the environment onand offthe Site and to avoid damage or nuisance to persons or to property of the public or others resultingfrompollution,noiseorothercausesarisingasaconsequenceof hismethods ofoperation.Duringcontinuanceofthecontract,thecontractorandhiss ub-contractors shallabideatalltimesbyallexistingenactmentsonenvironmentalprotec tionandrules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be

passedornotificationthatmaybeissuedinthisrespectinfuturebytheStateorCentral Government or the local authority.

4. InthecaseofthedeathofaContractorafterexecutingtheagreement/ commencement of thework, his legalheir, if an eligibleregistered Contractor and willing can execute andcompletetheworkattheacceptedtenderratesirrespectiveofthecostofthework.

[AddotherClauses specifictotheworkforwhichtenders areinvited.]

SECTION 5:CONTRACT DATA

Itemsmarked"N/A"donotapplyinthisContract.

Thefollowingdocuments arealsopartoftheContract: ClauseReference

TheEmployeris:

Name:TheWestCommissioner
BengaluruWestCityCorporation (BWCC)
Greater Bengaluru Authority

Address:16thCrossRoadMalleshwaram,
Bangalore-560003
BengaluruWestCityCorporation (BWCC)
GreaterBengaluruAuthority

NameofauthorizedRepresentative :ExecutiveEngineer,Special Division
Bengaluru West City
Corporation (BWCC)

Thenameandidentificationnumberof theContract isEE(Spl.Divn.)/KPPP/TEND//2025-26, Date:
(As per Tender Notification)

TheWorksconsistof:(As per Tender Notification)

Thestartdateshallbe thedateofissueofnoticetoproceedwith

thework.[1.1] The Intended Completion Date for the whole of

the Works is
.....**(As per Tender Notification)** [15,22]

Thefollowingdocuments alsoformpartoftheContract: [2.2]
.....
.....
.....

Thestartdateshallbe
withinthe7daysfromthedateofissueofnoticetoproceed with the work.

TheSiteislocatedatwardno**……. (As per Tender Notification)** [1.1]
andisdefined indrawingsnos……
……

TheDefectsLiabilityPeriodis365days.

Theliquidateddamagesforthewholeoftheworksare
Rs……. (amount) per day

[36] (The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.)
The maximum amount of liquidated damages for the whole of the works

[36] is Ten percent (10%) of final contract price.

Thedatebywhich"as-built"Drawings (Completiondrawings)(in scale…2)in2sets arerequiredis within30daysofissueofcertificateofcompletion. [41]

Theamounttobewithheldforfailingtosupply"asbuilt"3drawings bythe DaterequiredisRs……. [41]

Thefollowingevents shallalsobefundamentalbreachofthecontract:[42.2]

1. Thecontractorhas contravenedSub-clause7.1andClause9ofCC.

Thepercentagetoapplytothevalueoftheworknotcompleted representing TheEmployer's [43.1]
AdditionalcostforcompletingtheWorksshallbe30percent(30%).

SECTION6: SPECIFICATIONS

Asperthe Specificationsmentionedin the B.O.Q

SECTION7:DRAWINGS

SECTION8:BILLOFQUANTITIES

(AspertheApprovedDTSuploadedinKPPPmentionedinbelowformat)

Sl.No.	Description of item (withbriefspecification andreferencetoBook of specification)	Quantity	Unit	Rate(Rs)		Amount(Rs)
				In figures	In words	
TotalTenderPrice(infigures)						
(inwords)						

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).

(2) Unitratesand pricesshallbequoted by theTendererin Indian Rupees.

(3) Wherethereisadiscrepancybetweentherateinfiguresandwords,thelowerofthetwowill govern.[ITB Clause 19.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]

SECTION9:FORMATOFBANKGUARANTEEFORSECURITY DEPOSIT

To:TheExecutive Engineer,
Special Division,
BengaluruWestCityCorporation
Bengaluru.

WHEREAS_____*[name and address of Contractor]* (hereinafter called "the Contractor")has undertaken, in pursuance of Contract No .dated _____to execute_____*[nameofContractandbrief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

ANDWHEREASwehaveagreedtogivetheContractorsuchaBankGuarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____*[amount of guarantee]*[5]_Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument ,anysumorsums within the limits of__ _____*[amount of guarantee]*[6]asaforesaidwithoutyourneedingtoproveortoshowgroundsorreasonsforyour demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

WefurtheragreethatnochangeoradditiontoorothermodificationofthetermsoftheContract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____

Address _____
Date _____